

IN THE  
UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

MELANIE TOTO,

Plaintiff,

v.

SOUTHEASTERN PENNSYLVANIA  
TRANSPORTATION AUTHORITY,

Defendant.

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CIVIL ACTION NO. 02-CV-4018

ORDER

AND NOW, on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, upon  
consideration of Defendant's Answer and Affirmative Defenses to  
Plaintiff's Amended Complaint, it is hereby ORDERED that  
Plaintiff's Amended Complaint is DISMISSED with prejudice.

BY THE COURT:

\_\_\_\_\_  
J.

IN THE  
UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

MELANIE TOTO,	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL ACTION NO. 02-CV-4018
	:	
SOUTHEASTERN PENNSYLVANIA	:	
TRANSPORTATION AUTHORITY,	:	
	:	
Defendant.	:	

DEFENDANT SOUTHEASTERN PENNSYLVANIA  
TRANSPORTATION AUTHORITY'S ANSWER AND  
AFFIRMATIVE DEFENSES TO PLAINTIFF'S AMENDED COMPLAINT

Defendant, Southeastern Pennsylvania Transportation Authority ("SEPTA" or the "Authority"), by its undersigned attorneys, Miller, Alfano & Raspanti, P.C., respectfully submits its Answer and Affirmative Defenses to Plaintiff's Amended Complaint. In support thereof, Defendant avers as follows:

I. PARTIES

1. Admitted in part; denied in part. It is admitted only that Plaintiff's Amended Complaint alleges violations of Title VII of the Civil Rights Act of 1964 and 1991 ("Title VII") and the Pennsylvania Human Relations Act, Title 43 Pa. C.S.A. Sections 955, et seq. ("PHRA"). It is admitted that Plaintiff was employed as a bus operator by SEPTA from May 18, 1998 to December 20, 2000. The remaining claims and allegations contained in Paragraph 1 are denied.

2. Admitted in part; denied in part. It is admitted only that SEPTA is a metropolitan transportation authority organized under the laws of the Commonwealth of Pennsylvania, located at 1234 Market Street, Philadelphia, PA 19107. The remaining allegations of this paragraph are denied.

## II. VENUE AND JURISDICTION

3. Admitted in part; denied in part. It is admitted only that this case has been filed in the United States District Court for the Eastern District of Pennsylvania pursuant to Title VII and the PHRA. The remaining allegations in Paragraph 3 are denied.

4. Admitted in part; denied in part. It is admitted that the actions alleged in Plaintiff's Amended Complaint occurred within the Eastern District of Pennsylvania. It is further admitted that SEPTA resides and is registered to do business within the Eastern District of Pennsylvania. The remaining allegations in Paragraph 4 are denied.

5. Admitted in part; denied in part. It is admitted only that Plaintiff's Amended Complaint alleges jurisdiction in the Eastern District of Pennsylvania under Title VII and that Plaintiff's Amended Complaint seeks supplemental jurisdiction over her PHRA claim. The remaining allegations in Paragraph 5 are denied.

III. COUNT I - ALLEGED VIOLATION OF TITLE VII OF THE UNITED STATES CIVIL RIGHTS ACTS OF 1964 AND 1991, BY COMMITTING AND BY PERMITTING SEXUAL DETERMINATION AND SEXUAL HARASSMENT.

6. Admitted.

7. Admitted in part; denied in part. It is admitted that Plaintiff was hired by SEPTA on May 18, 1998 (not 1997), as a part-time bus operator in SEPTA's Frontier Division.

8. Denied. After reasonable investigation, Defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 8.

9. Admitted in part; denied in part. It is admitted only that Plaintiff was hired as a part-time bus operator in SEPTA's Frontier Division. It is denied that Louis Testa is Plaintiff's supervisor or the supervisor of any other employee. On the contrary, Mr. Testa, like the Plaintiff, is a bus driver and as such is an hourly employee. The remaining allegations in Paragraph 9 are denied.

10. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

11. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

12. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

13. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

a. Denied. By way of further response, it is denied that Mr. Testa approached Plaintiff on any occasion to solicit a date.

b. Denied. By way of further response, it is denied that Mr. Testa approached Plaintiff on any occasion to solicit a date.

c. Denied. By way of further response, it is denied that Mr. Testa approached Plaintiff on any occasion to solicit a date.

d. Denied. By way of further response, it is denied that Mr. Testa approached Plaintiff on any occasion to solicit a date.

e. Admitted in part; denied in part. It is admitted that Plaintiff filed a grievance with the Union alleging a violation of her seniority rights. It is further admitted that Mr. Testa confronted Plaintiff about the grievance. The remaining allegations in Paragraph 13(e) are denied.

f. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

g. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

h. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any

wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

i. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

j. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

k. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

l. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

m. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

n. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any

wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

o. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

p. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

q. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

r. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

14. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which



no response is required. Accordingly, these allegations are denied.

15. Denied. After reasonable investigation, Defendant is without knowledge or information to form a belief as to the truth or the falsity of the averments in Paragraph 15, and therefore, they are denied. By way of further response, it is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

16. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

17. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

18. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

19. Denied. After reasonable investigation, Defendant is without knowledge or information to form a belief as to the truth or the falsity of the averments in Paragraph 19, and therefore, they are denied. By way of further response, it is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

20. Denied. After reasonable investigation, Defendant is without knowledge or information to form a belief as to the truth or the falsity of the averments in Paragraph 20, and therefore, they are denied. By way of further response, it is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

21. Admitted in part; denied in part It is admitted that Plaintiff was terminated on December 20, 2000, for failure to report an accident and falsification of a report. By way of further

response, it is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

22. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

23. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

24. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the

allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

25. Denied. After reasonable investigation, Defendant is without knowledge or information to form a belief as to the truth or the falsity of the averments in Paragraph 25, and therefore, they are denied. By way of further response, it is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

26. Denied. After reasonable investigation, Defendant is without knowledge or information to form a belief as to the truth or the falsity of the averments in Paragraph 26, and therefore, they are denied. By way of further response, it is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

27. Admitted in part; denied in part. It is admitted that male SEPTA employees were not discriminated against or harassed. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. Accordingly, these allegations are denied.

28. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. It is further denied that SEPTA gave preferential treatment to members of either sex. Accordingly, these allegations are denied.

29. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

30. Denied. Defendant is without sufficient information or knowledge to form a belief to the truth or falsity of the averments in Paragraph 30, and therefore, they are denied.

31. Denied. Defendant is without sufficient information or knowledge to form a belief to the truth or falsity of the averments in Paragraph 31, and therefore, they are denied.

31.(a-g) Denied. Defendant is without sufficient information or knowledge to form a belief to the truth or falsity of the averments in Paragraph 31, and therefore, they are denied.

32. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful

or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

32.(a-i) Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

33. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law and seek redress from the Court to which no response is required. Accordingly, these allegations are denied.

WHEREFORE, Defendant respectfully requests that this Court enter judgment in its favor and against Plaintiff dismissing the Amended Complaint with Prejudice together with attorneys fees, cost of suit, and such other relief this Court may deem just or equitable.

IV. COUNT II - DEFENDANT ALLEGEDLY VIOLATED PLAINTIFF'S LEGAL RIGHTS UNDER TITLE VII OF THE UNITED STATES CIVIL RIGHTS ACTS OF 1964 AND 1991, BY COMMITTING AND BY PERMITTING RACIAL DISCRIMINATION AND RACIAL HARASSMENT.

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34. Defendant incorporates by reference its answers to the allegations contained in Paragraphs 1 through 33 as if set forth fully herein at length.

35. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

36. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

a. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of

law to which no response is required. Accordingly, these allegations are denied.

b. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

c. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

d. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.



e. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

37. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with the Board. By way of further answer, the allegations of this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

38. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments in Paragraph 38. Accordingly, they are denied.

39. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments in Paragraph 39. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment

with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

40. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

41. Admitted in part; denied in part. It is admitted that Defendant has a policy addressing discrimination in the workplace. It is further admitted that this policy has been disseminated to Defendant's employees. The remainder of the averments in Paragraph 41 are denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

42. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or

Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

a. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

b. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

c. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of

law to which no response is required. Accordingly, these allegations are denied.

d. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

e. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

f. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

g. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

43. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law and seek redress from the Court to which no response is required. Accordingly, these allegations are denied.

43.(a-h) Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law and seek redress from the Court to which no response is required. Accordingly, these allegations are denied.

WHEREFORE, Defendant respectfully requests that this Court enter judgment in its favor and against Plaintiff dismissing the Amended Complaint with Prejudice together with attorneys fees, cost

of suit, and such other relief this Court may deem just or equitable.

V. COUNT III - DEFENDANT ALLEGEDLY VIOLATED PLAINTIFF'S LEGAL RIGHTS UNDER TITLE VII OF THE UNITED STATES CIVIL RIGHTS ACTS OF 1964 AND 1991, BY COMMITTING, ALLOWING AND PERMITTING RETALIATION

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44. Defendant incorporates its Answers to the allegations contained in Paragraphs 1 through 43 as if set forth fully herein at length.

45. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

46. Denied. By way of further answer, the allegations in Paragraph 46 contain conclusions of law to which no responsive pleading is required.

a. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or have engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

b. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or have engaged in any

wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

c. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or have engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

d. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or have engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

e. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or have engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA.

47. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments in Paragraph 38.

48. Denied. After reasonable investigation, Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments in Paragraph 48. Accordingly, they are denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the

allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

49. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

50. Admitted in part; denied in part. It is admitted that Defendant has a policy pertaining to retaliatory conduct and such policy has been disseminated to Defendant's employees. The remaining averments in Paragraph 50 are denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

51. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the



allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

a. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

b. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

c. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

d. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

e. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

f. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

g. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the

Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

52. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

52.(a-h) Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

WHEREFORE, Defendant respectfully requests that this Court enter judgment in its favor and against Plaintiff dismissing the Amended Complaint with Prejudice together with attorneys fees, cost of suit, and such other relief this Court may deem just or equitable.

VI. COUNT IV - DEFENDANT ALLEGEDLY VIOLATED PLAINTIFF'S LEGAL RIGHTS UNDER THE PENNSYLVANIA HUMAN RELATIONS ACT, 43 P.A. C.S.A. SECTION 955, ET SEQ.

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53. Defendant incorporates by reference its answers to the allegations contained in Paragraphs 1 through 52 as if set forth fully herein at length.

54. Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to the Plaintiff or Plaintiff's employment with SEPTA. By way of further response, the allegations in this paragraph contain conclusions of law to which no response is required. Accordingly, these allegations are denied.

55. Denied. By way of further answer, allegations in Paragraph 55 contain conclusions of law to which no responsive pleading is required.

56. Denied. By way of further answer, allegations in Paragraph 56 contain conclusions of law to which no responsive pleading is required.

57. (a-h) Denied. It is specifically denied that Defendant has violated any of Plaintiff's rights or has engaged in any wrongful or improper conduct whatsoever as it relates to Plaintiff or Plaintiff's employment with SEPTA. By way of further answer, allegations in Paragraph 57 contain conclusions of law and seek

redress from the Court to which no responsive pleading is required. Accordingly, these allegations are denied.

WHEREFORE, Defendant respectfully requests that this Court enter judgment in its favor and against Plaintiff dismissing the Amended Complaint with Prejudice together with attorneys fees, cost of suit, and such other relief this Court may deem just or equitable.

AFFIRMATIVE DEFENSES

1. Plaintiff's Amended Complaint fails to state a claim, in whole or in part, upon which relief can be granted.

2. Plaintiff's claims are barred because, at all relevant times, the actions of Defendant were legal, justified and reasonable.

3. Plaintiff's claims are barred because she has failed to mitigate her damages.

4. Plaintiff has failed to exhaust her administrative remedies.

5. Any damages sustained by Plaintiff were a result of Plaintiff's own actions or inactions, or entities and individuals other than the Defendant who are not controlled or employed by the Defendant.

Respectfully submitted,

MILLER, ALFANO & RASPANTI, P.C.

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GINO J. BENEDETTI, ESQUIRE  
KATHLEEN S. O'CONNELL, ESQUIRE  
Attorney I.D. Nos. 59584, 88702  
1818 Market Street, Suite 3402  
Philadelphia, PA 19103  
(215) 972-6400

Attorneys for Defendant,  
Southeastern Pennsylvania  
Transportation Authority

Date: \_\_\_\_\_

CERTIFICATE OF SERVICE

I, Kathleen S. O'Connell, Esquire, hereby certify that a copy of the foregoing Defendant's Answer and Affirmative Defenses to Plaintiff's Amended Complaint has been served this date on the following individual and in the manner indicated:

VIA FIRST CLASS MAIL

James B. Mogul, Esquire  
Lowenthal & Abrams, P.C.  
555 City Line Avenue, Suite 440  
Bala Cynwyd, PA 19004

Counsel for Plaintiff, Melanie Toto

KATHLEEN S. O'CONNELL, ESQUIRE  
MILLER, ALFANO & RASPANTI, P.C.  
1818 Market Street, Suite 3402  
Philadelphia, PA 19103  
(215) 972-6400

Attorneys for Defendant,  
Southeastern Pennsylvania  
Transportation Authority

Date: \_\_\_\_\_